# Agenda Item Form

Agenda Date: 9/14/04 **Districts Affected: 4** Juan Contreras, Program Manager - 2000@OctBond Program Dept. Head/Contact Information: Type of Agenda Item: ⊠Resolution ☐ Staffing Table Changes ☐Board Appointments Tax Installment Agreements ☐Tax Refunds □ Donations RFP/ BID/ Best Value Procurement ☐Budget Transfer ☐ Item Placed by Citizen ☐Application for Facility Use ☐Bldg. Permits/Inspection ☐Introduction of Ordinance ☐Interlocal Agreements ☐ Contract/Lease Agreement Grant Application Other \_\_\_\_ **Funding Source:** General Fund ☐Grant (duration of funds: Months) ☑Other Source: 2000 Quality Of Life Bond Program Legal: X Legal Review Required Denied Timeline Priority: ⊠High Medium Low # of days: 3 Why is this item necessary: That the Mayor be authorized to sign a First Amendment to Agreement for Architectural Services by and between the CITY OF EL PASO and PARKHILL SMITH AND COOPER, INC., (PSC) for a project known as "Northeast Regional Park—Design and Construction Phase", in an amount not to exceed THIRTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-NINE and NO/100 DOLLARS (\$38,799.00). The City Manager hereby authorized to execute any necessary budget transfers to accomplish the intent of this Resolution. The design amendment is required to authorize PSC to design permanent restroom facilities as well as a playground area as part of Phase One of the NE Regional Park located at McCombs and the NE Freeway (Highway 54). Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings: None Statutory or Citizen Concerns:

**Departmental Concerns:** 

None

None

Tel: 915-833-2488 Fax: 915-225-3457

PROJECT:	N/A	PROJECT NO:	N/A
TO:	City Clerk	DATE:	09/09/04
	2 Civic Center Plaza, 2nd Floor		
	El Paso, Texas 79901		
		TRANSMITTAL	
		NUMBER:	
ATTN:	Diana Nunez		
RE:	Consent Agenda Item for 9/14/04 City Council		
	NE Regional Park Design Amendment		
	2000 Quality Of Life Bond Program		
WE ARE TE	RANSMITTING THE FOLLOWING:		
XCOR	RESPONDENCE FOR APPROVAL	APPROVED	
DRAV	VINGS FOR QUOTATION	APPROVED AS NO	OTED
SPEC	CIFICATIONS	FOR RE-SUBMITT	AL
QTY	DESCRIPTION	REMARKS	
1 Reso	olution Dated 8/31/2004		
<b>REMARKS/</b> Diana;	COMMENTS:		
The original	amendments were delivered this morning. Unfortu	nately the original resolution was	s not
	ease add to your package for signature.		
COPY:			
Job F	File The state of	Juan Contreras	}
		Program Manag	ger
RECEIVED:		DATE:	
COMPANY:		-	

#### RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a First Amendment to Agreement for Architectural Services by and between the CITY OF EL PASO and PARKHILL SMITH AND COOPER, INC., for a project known as "Northeast Regional Park—Design and Construction Phase", in an amount not to exceed THIRTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-NINE and NO/100 DOLLARS (\$38,799.00). The City Manager hereby authorized to execute any necessary budget transfers to accomplish the intent of this Resolution.

ADOPTED this \_\_\_\_\_ day of September, 2004.

THE CITY OF EL PASO

ATTEST:

Joe Wardy, Mayor

Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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APPROVED AS TO CONTENT:

Patricia D. Adauto
Deputy CAO
for Puilding and Planning So

for Building and Planning Services

THE STATE OF TEXAS	)	
	)	FIRST AMENDMENT TO AN
COUNTY OF EL PASO	)	AGREEMENT FOR ARCHITECTURAL SERVICES

This First Amendment is made this \_\_\_\_ day of September, 2004, by and between THE CITY OF EL PASO, hereinafter referred to as the "Owner", and PARKHILL SMITH AND COOPER INC., hereinafter referred to as the "Architect".

WHEREAS, on March 16, 2004, the Owner entered into an Agreement for Architectural Services with the Architect for a Project known as "Northeast Regional Park—Design and Construction Phase" (the Agreement), and

**WHEREAS**, the Owner desires to extend the scope of work to include permanent restroom facilities as well as playground equipment as part of Phase One of the project.

**NOW, THEREFORE**, it is hereby agreed as follows:

#### 1. Scope of Services

In accordance with Section II., Part A., *Additional Services of the Architect*, of the Agreement, the Owner hereby authorizes the Architect to extend the scope of work to include permanent restroom facilities as well as playground equipment as part of Phase One of the project.

#### 2. <u>Time of Completion</u>

Paragraph IV., *Period of Service*, B., shall be revised to read as follows:

The Architect shall complete these additional services with an additional fourteen calendar days added to the Pre-Final Design Phase of the original contract requirements. So that after the Owner's acceptance of the preliminary design documents and revised cost estimates for each construction contract, including any specific modifications or changes in scope desired by the Owner, and upon written authorization from the Owner, the Architect shall proceed with the performance of the services called for in the Pre-Final Design Phase of this Agreement, so as to deliver completed detailed construction drawings, specifications, design analysis, and cost estimates for review on all authorized work on each construction contract within Fifty-one (51) consecutive calendar days following authorization to proceed with the Pre-Final Design Phase of each construction contract. Informal "On Board" review meeting shall include all appropriate parties, including but not limited to Building and Planning Services personnel.

#### 3. Payments to Architect

The Owner shall pay the Architect an amount not to exceed THIRTY EIGHT THOUSAND SEVEN HUNDRED AND NINETY NINE and NO/100 DOLLARS (\$38,799.00) for the requested services performed under this amendment.

Payment shall be contingent on the Owner's approval of the work performed by the Architect. The method of payment shall be made pursuant to the schedule of payments outlined in Section V of the Agreement. The Architect's fee proposal for the additional services is attached hereto as **Exhibit "A"**.

#### 4. Terms and Conditions

All terms and conditions of the Agreement and any subsequent amendments, except as herein revised, shall remain in full force and effect.

#### WITNESS THE FOLLOWING SIGNATURES AND SEALS:

	OWNER: THE CITY OF EL PASO
ATTEST:	Joe Wardy, Mayor
Richarda Duffy Momsen, City Clerk	
	ARCHITECT: Parkhill Smith & Cooper, Inc.
	By: Struff. Bilderback. Terry Bilderback, P.E. Vice President
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Chillon - Garney Theresa Cullen-Garney Deputy City Attorney	Irene D. Ramirez, P.E. Assistant City Engineer
	APPROVED AS TO CONTENT:
	Patricia A. Udauts Patricia D. Adauto Deputy CAO

for Building and Planning Services

## **ACKNOWLEDGMENTS**

THE STATE OF TEXAS	
COUNTY OF EL PASO	) )
	acknowledged before me on this day of September, 2004, as Mayor of the City of El Paso, Texas.
	Notary Public, State of Texas
THE STATE OF TEXAS	) )
	cknowledged before me on this <u>Steet</u> day of September, 2004, by resident of <b>Parkhill Smith &amp; Cooper, Inc</b>
JUCY DUNWODY  Motary Public  State of Texas  My Commission Expire  May 14, 2006	Notary Public, State of Texas



August 26, 2004

Mr. Gerry Bernal, P.E. Project Manager Perspectiva3/DI 7380 Remcon Ste A El Paso, Texas 79912

EXHIBIT "A"

Re:

Northeast Regional Park Scope Additions

Fee Proposal

Dear Mr. Bernal:

PSC is pleased to submit our fee proposal for the additional scope items requested last week. Our fee proposal is summarized below with detail backup attached.

Permanent Restroom Facilities \$26,020 Playground \$12,779 Total Fee Proposed \$38,799

The scope of these items are as included in our opinion of probable cost dated July 26, 2004 and summarized below.

Permanent Restroom Facilities \$248,705 Playground \$135,600 Construction Cost Opinion \$384,305

In addition, we were asked to respond to the time required to add the design of these items to the current design assignment. We believe we can accomplish the design of the added items generally coincidentally with the original design as we proceed to the Pre-Final Design, presently due on October 7, 2004. However, the original design for the added items must start from inception and move to a Pre-Final completion point and have some level of concurrent review by both P+3 and the City of El Paso.

As a result, we request a 14-day extension of time for the Pre-Final Design Phase to allow for the added items as follows.

Schematic Pre-Final Design 30 calendar days (August 31 through September 30)

Interim Review Meeting 1 calendar day (October 1, P+3 agrees to have required parties

at interim review for a single presentation and

comment opportunity on this date.)

Pre-Final Design 20 calendar days (October 2 through October 21)

Total 51 calendar days (14 calendar days beyond October 7)

If I can help with any additional information, please let me know. PSC is excited about this project and looks forward to moving ahead with these additional items.

Parkhill, Smith & Cooper, Inc.

Engineers • Architects • Planners 810 E. Yandell, El Paso, Texas 79902 (915) 533-6811 FAX (915) 544-2059

Lubbock El Pasb Midland Amanlio Odessa

Sincerely,

PARKHILL, SMITH & COOPER, INC.

M. Chad Davis, ASLA

Project Manager

Terry G. Bilderback, P.E.

Vice President

MCD/edy

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